

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH SERVICES
ANNEX C**

Supporting Information for Contract #_____ for the Contract Period_____ to_____

Agency: _____

CERTIFICATION:

We certify that the information contained in, or included with, this contract document is accurate and complete to the best of our knowledge, and that our provider organization will operate in conformity with the DHS and DMHS policies / standards listed below.

Chairperson, Board of Directors

Date

Executive Director

Date

COMPLIANCE WITH MENTAL HEALTH POLICIES:

The Provider Agency shall comply with all applicable regulations promulgated pursuant to these mental health laws:

- The Community Mental Health Services Act (N.J.S.A. 30:9A);
- The Mental Health Screening Law (N.J.S.A. 30:4-27.1 et. seq.);
- The Community Residence for the Mentally Ill Law (N.J.S.A. 30:11B-1 et. seq.)

The specific Regulations and Standards associated with these laws are contained in the N.J. Administrative Code, in the following sections: Screening and Screening Outreach (N.J.A.C. 10:31); Children's Partial Care (N.J.A.C. 10:37, Subchapter 12); Adult Residential Service (N.J.A.C. 10:37A); Youth Residential Service (N.J.A.C. 10:37B); Clinical Case Management (N.J.A.C. 10:37C); Management and Governing Body (N.J.A.C. 10:37D); Outpatient Service (N.J.A.C. 10:37E); Adult Partial Care (N.J.A.C. 10:37F); General Provisions for DMHS-Funded Community Services (N.J.A.C. 10:37, Subchapters 1-10)

The above-referenced Regulations and Standards are also contained in the Division's "Green Book", dated July 1, 1996, with sections updated as needed.

COMPLIANCE WITH DMHS CONTRACTING POLICIES:

In addition, the Provider Agency shall comply with the Department's Contract Policy & Information Manual and Contract Reimbursement Manual.

It is understood that this contract of the Division of Mental Health Services is organized by program area, and that DMHS funding shall be treated as last-dollar-in, with the exception of DMHS Operational Incentive adjustments, or unless noted below:

Department Policy (CRM 6.1-6.4) specifies that interim contract expenditure reports may be prepared utilizing the cash or accrual basis of accounting, with the final report conforming to the “**modified accrual**” basis (accrued revenues/expenses recognized up to 90 days after contract expiration). The Provider Agency shall comply with this reporting method, unless noted below:

COMPLIANCE WITH H.I.P.A.A.

The federal Health Insurance Portability and Accountability Act requires that provider agencies which share client information (“protected health information”) must either qualify as a “covered entity” (healthcare provider) under the law, or execute a Business Associate Agreement (BAA) with DHS and its other business partners. Once executed, the BAA will be included in the DMHS permanent file for your agency. The BAA will be considered applicable indefinitely unless there is a change in the provider agency’s status, information or the content of the BAA, in which case it is the responsibility of the contracted provider agency to revise the BAA.

Via the Certification signature, the provider agency agrees to notify DMHS within 10 days if the BAA (if applicable) needs to be modified in any way.

COMPLIANCE WITH EXECUTIVE ORDER #134

Public Law 2005, chapter 51 (formerly Executive Order 134) requires that all non-public entity contracts in excess of \$17,500 provide a written certification and disclosure regarding any political contributions made or solicited. Via the Certification signature, the provider agency acknowledges that it is in compliance with the requirements of this law.

LEGAL ADVICE FROM DHS

Via the Certification signature, the provider agency acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the DHS and the provider agency. The provider agency further acknowledges that any and all legal advice must be sought from the provider agency’s own attorneys and not from the DHS.

PROVIDER AGENCY INFORMATION:

Agency Name: _____

Address: _____

Phone No: _____ **Fax No:** _____

Listing of Mental Health Programs offered at each agency site, including main office and all satellites:

Agency Office and Address	Service Programs
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Agency Representative(s) authorized by Board resolution to sign contracts, checks, and State Invoices (Form AR 50/54):

_____ Name	_____ Title
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_____ Name	_____ Title
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Agency employee with medical/legal responsibility for the agency's clinical treatment program:

_____ Name	_____ Title
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DOCUMENTS

In accordance with DHS policy and/or Division protocol, the provider agency is required to submit certain supporting documents to this Division as part of the services contract package. Some information is non-recurring in nature and shall be submitted once and maintained in the Division's Permanent contract Files. Other documents are updated periodically, or issued annually, and these must be submitted with each renewal of your DMS contract; these documents will be maintained in the Division's Current Contracts File. A listing of each type of supporting documents is given below, for your easy reference. **Please note that it is the responsibility of the provider agency to submit updated materials to DMHS as changes occur.**

<u>Please Indicate (X) If Attached</u>	<u>Permanent File Documents</u>	<u>Reference</u>
<input type="checkbox"/>	Certificate of Incorporation	P1.01
<input type="checkbox"/>	Conflict of Interest Policy	P8.05, P1.01
<input type="checkbox"/>	Provider Agency By-Law	P1.01
<input type="checkbox"/>	Mortgage Repayment Schedules	CRM 4.6, P1.01
<input type="checkbox"/>	Lease Documents for all leased sites	P1.01, CRM 4.6
<input type="checkbox"/>	Personnel Policies/Employee Handbook	DMHS
<input type="checkbox"/>	Procurement/Purchasing Policy	CRM 2.3
<input type="checkbox"/>	Fiscal Policies; billing/write-off procedures; equipment dispositions	CRM 2.2
<input type="checkbox"/>	Staff Orientation & Training Plan	DMHS
<input type="checkbox"/>	Affiliation & Service Agreements	DMHS
	<u>Current File Documents</u>	<u>Reference</u>
<input type="checkbox"/>	Current List of Board Members, including home address, business affiliation, and specialty	P1.01 DMHS
<input type="checkbox"/>	Federal and/or State-approved indirect cost rate or allocation plan (if applicable)	CRM 5.3
<input type="checkbox"/>	Organizational Chart, indicating structure and function of agency units	P1.01 Misc.03
<input type="checkbox"/>	Certificates of Insurance/Bonding	P1.01, P2.01
<input type="checkbox"/>	Agency policy and schedule for client fee charges and collections	P5.20
<input type="checkbox"/>	Assignments: Copy of subcontracts and consultant agreements (if applicable)	P2.01, CRM 5.3
<input type="checkbox"/>	Organization-wide financial audited statements, for most recent fiscal year	P1.01, P7.06

Cultural/Linguistic Accessibility Information

(Please attach additional pages if needed)

1. Describe the agency's activities to minimize social, linguistic and cultural barriers to the provision of mental health services for multicultural populations within your service area. If your agency currently does not have a system to meet such needs, what action(s) will the agency take to ensure that the needs of bilingual/bicultural clients are served?

Agency Name: _____

Contact Person for Cultural/Linguistic Accessibility Issues:

GENERAL INSTRUCTIONS FOR DMHS CONTRACT AGENCIES

1. Most of the information requested in the contract application is self-explanatory. However, for your easy reference, certain service definitions and budget instructions are printed on the back of Annex A and Annex B pages. If any procedure or instruction is not clear, please call your assigned Contract Administrator at (609) 777-0628.
2. All DMHS contracts, unless otherwise noted, are cost related contracts. You should familiarize yourself with the policies and procedures governing Department of Human Services cost related contracts, contained in the Contract Policy and Information Manual and the Contract Reimbursement Manual. Your attention is specifically directed to the sections on allowable and unallowable costs; contract modifications; and financial audit requirements. If you do not have a copy of either manual (only one copy per agency!) or if you want to discuss any of these contract policies/procedures, please call your DMHS Contract Administrator.
3. The Standard Language Document (also known as the “boilerplate”) has not changed significantly in recent years, but it is a key contractual document. Please read this document carefully and understand all provisions as they apply to your contract.

CONTENTS OF A COMPLETED DMHS CONTRACT APPLICATION

Please check your Consolidated Funding Application (contract), prior to final submission to DMHS, to insure that all of the following materials are included:

- Two (2) signed copies of the DHS Standard Language Document (boilerplate)
- Contract Information Form, a legal sized page listing all contracts with DHS components, including funding amounts and contact persons.
- Annex A, the summary of program commitments, which form the basis of the contract. If your proposed service cannot be easily categorized within the Annex A document, please provide a narrative service description and contact your assigned DMHS Program Analyst.
- Annex B, the DHS approved budget document, which describes the DMHS funding commitments for the contracted services, within the framework of the agency’s total operating budget. The Annex B document includes the Summary Page; Detail Pages; and all Schedules and Attachments required by DMHS and/or the Department of Human Services. *NOTE: Agencies are required to submit their Annex B information via diskette, or e-mail, utilizing the DMHS Budget Matrix/Schedules Software program.*
- Annex C, the DMHS Supporting Information document with original signatures on the cover page. Please be sure that the items requested are either attached, or already on file with DMHS.

For assistance in interpreting or completing any of the above documents, please contact your DMHS Contract Administrator at (609) 777-0628.

INVOICES AND PAYMENTS

DMHS payments to agencies for contracted services are normally made on an installment basis, to insure that payments are made for services actually delivered, and to provide agencies with an adequate flow of funds to avoid cash shortfalls.

Agencies can request payment via either a “fixed advance” basis or a reimbursement basis depending on their cash flow requirements. Those agencies selecting the fixed advance basis will receive a one-month advance at the start of their contract year. On a limited basis, the Division will review requests from agencies to be paid on a two-month advance basis. Agencies making such requests must provide compelling justification (including a cash flow analysis) that their cash flow situation requires a two-month advance. Agencies approved for a two-month advance basis will receive a two-month payment at the start of the contract year.

Note: Initial advance payment cannot be made until the contract is signed and approved and the contract term has begun.

One-month advance agencies will receive eleven (11) subsequent installments, paid at the beginning of each month. Two-month advance agencies will receive ten (10) subsequent installments, paid at the beginning of each month, with no payment being made in the final month.

Agencies receiving payment on the reimbursement method should submit their invoices either slightly before the end of the payment period or after the payment period has concluded. Reimbursement agencies are encouraged to submit their invoices on a quarterly basis along with their quarterly ROE's. Invoices submitted on a monthly basis, however, will be accepted. Payments will be based on either (1) or the actual expenditures for the payment period as reported in the quarterly ROE or (2) the pro-rated portion of the ceiling applicable to the payment period.

Payment from DMHS for contracted services requires cooperation and understanding in the following areas:

1. Fixed advance payment agencies will not be required to submit payment vouchers. Payments to these agencies will be made automatically. Agencies on the reimbursement method will be required to submit official State invoice/payment vouchers. The voucher should contain information identifying the contract number, term, period for which reimbursement is being requested and amount and must be signed by the responsible agency official in the Payee Declaration Section (NOT the Certification Section).
2. Agencies on the fixed advance system should expect to receive their first payment on or before the middle of the first month of their contract period. Subsequent payments should be received on or about the first day of each month for one-month advance agencies and by the end of the first week for two-month advance agencies. Reimbursement agencies will normally receive their checks approximately two weeks following receipt of DMHS of a properly completed payment voucher.
3. Payments may be suspended by DMHS if quarterly/final program (QCMR), expenditure (ROE) or audit reports are not received within the prescribed timeframes.
4. Final payments for both fixed advance and reimbursement agencies will not be made until DMHS receives and reviews the agency's third quarter ROE and payments may be reduced or withheld based on the results of such reviews.

For further assistance with DMHS payments or invoices, please contact **Christopher Schwartz** of the DMHS Office of Fiscal and Management Operations at (609) 777-0615.

QUARTERLY REPORTS

All DMHS contract agencies are required to submit a quarterly service report, known as the Quarterly Contract Monitoring Report (QCMR), and a quarterly expenditure report, known as the Report of Expenditures (ROE).

QCMR

The QCMR is the corollary document to the Annex A. The Annex A lists the contractual service commitment, while the QCMR provides a quarterly accounting of services actually provided. The QCMR must be completed and submitted to the QCMR Unit within (30) thirty days of the end of the reporting period and sent to QCMR Coordinator, Bureau of Planning, DMHS at PO Box 727, Trenton, NJ 08625-0727. Failure to submit QCMR data within the specified time frame may result in the withholding of DMHS funds. For assistance in completing the QCMR, please contact the Bureau of Planning at (609) 777-0728 and request to speak with the QCMR Coordinator. Questions and QCMR submissions may be submitted electronically to the QCMR Coordinator at dmhsqcmr@dhs.state.nj.us or by fax (609) 777-0835. All submissions must be accompanied by a Certification Statement signed by the agency executive director or authorized agent.

ROE

The Report of Expenditures/Income (ROE) is the corollary document to the Annex B (budget). Expenditures and income are reported quarterly, but the ROE is a cumulative report which incorporates all expenditures and income reported during previous contract quarters. The ROE must be completed and submitted to your assigned Contract Administrator no later than (30) days after the end of the report period. The Final ROE must be submitted no later than (120) one hundred twenty days after the end of the contract period.

There is a difference between the amount of information required for Interim ROEs (1st, 2nd, 3rd, 4th quarter ROEs) and the Final (5th) ROE. The Final ROE must include all schedules and attachments, whereas the interim ROEs must contain only the expenditure summary pages, and detail pages 1-10, and Attachments I, II, and III.

NOTE: All DMHS contract providers must submit their ROEs on diskette or via email, utilizing the Division's Budget Matrix/ROE software, unless an exception has been granted.

Finally, all ROE's must contain the signature of the responsible agency officials, attesting that the information is accurate and prepared in accordance with the Department of Human Services policies. For ROEs submitted via diskette, a separate Certification Statement must be signed and enclosed.

For assistance in completing or interpreting the ROE, please contact your Contract Administrator at (609) 777-0628 for assistance.

ANNEX C REVIEW AND REPORTING OF UNUSUAL INCIDENTS

1. Per NJSA 10:37-6, 10:37-9.9 and DMHS Community Incident Reporting Procedures. Agency is required to develop and maintain an incident review and reporting procedure for monitoring, investigating, and analyzing Unusual Incidents and reporting them to DMHS. The agency is required to provide initial and follow-up reports to the Office of Quality Improvement and Specialty Services, per DMHS Community Incident Reporting Procedure.

The agency is required to report to the Division the following types of incidents:

- Deaths
 - Serious Suicide Attempt
 - Suspected Suicide of Client
 - Sudden Death of Client
 - Serious Injuries on Premises – Client or Staff
 - Alleged Cases of Physical Abuse/Assault – Client or Staff
 - Property Damage
 - Newsworthy Incidents
2. Agency shall maintain complete records of all Unusual Incidents, including the initial and follow-up reports, investigative materials, as well as reports of conclusions, recommendations, actions to reduce risk or resolve problems, and follow up of corrective actions taken.
 3. For technical assistance, you may contact the DMHS Incident Coordinator at (609) 777-0788.

Agency Name _____

Contact Person _____

NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES

Community Unusual Incident Reporting Procedure

Purpose

The purpose of the Community Unusual Incident Reporting System is to establish a means whereby programs licensed by the Division of Mental Health Services:

- notify the Division of the occurrence of unusual incidents;
- evaluate incidents within the context of the agency's daily and overall operations.

DMHS will collect incident data to:

- gather information for contract monitoring and licensing;
- aggregate incident patterns and trends for planning.

The system is designed to:

- improve service;
- safeguard consumer rights;
- assure consumer and staff safety.

Policy

This policy describes procedures for the reporting of unusual incidents by licensed programs to the Division of Mental Health Services Central and Regional Offices. The reporting of community incidents is required per NJSA 10:37-6.108, 10:37-9.9(B.3).

Reportable Incidents Include:

1. Death, sudden and unexpected;
2. Death, suspected natural causes;
3. Suicide, suspected or substantiated;
4. Suicide attempt resulting in serious injury* and/or requiring emergency medical assistance;
5. Serious injury* to consumers or staff requiring emergency medical assistance;
6. Property damage believed to be suspicious in nature and/or rendering a facility or part thereof unusable;
7. Elopement from a designated screening center, if consumer not returned within 2 hours;
8. Elopement of children or youth from residential services if not returned within 2 hours;
9. Newsworthy – attracting media interest, involving criminal charges, or involving well-known or publicly discussed people;
10. Alleged cases of physical abuse – staff to consumer: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;
11. Alleged cases of physical assault – staff to consumer, consumer to staff, consumer to consumer/visitor: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;
12. Alleged cases of sexual assault – consumer, staff, or visitor: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;

*Serious injury includes but is not limited to; any fracture of skull, long bones, ribs, spine or pelvis; head injury, such as concussion; any adult bite to a child; wounds requiring extensive suturing; extensive burns; bodily injuries resulting in gastrointestinal symptoms or genitourinary symptoms; teeth knocked out; injury to eye; injury causing large or multiple hematomas; choking injury leaving marks; any injury leaving marks; any injury requiring hospitalization.

13. Alleged sexual contact – staff to consumer: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;
14. Alleged sexual contact – consumer to consumer, if under age 18: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation.

Incident Reporting

- Incidents and allegations, as previously outlined, shall be reported to the DMHS Program Analyst and/or Regional Quality Assurance Specialist (QAS) as soon as possible, by telephone, no later than one working day following the incident.
- Agency shall submit the initial incident report form by FAX (609)777-0767 to the DMHS Incident Coordinator **AND** the Regional QAS no later than 5 working days following the date of the incident or allegation. Northern Region Fax 973.977.6024, Central Region Fax 609.777.0673, Southern Region Fax 609.567.4468.
- Consumer initials, staff initials and titles, and initials of other individuals involved shall be used.

Follow-up Reporting

The agency shall conduct an internal review of the incident and submit a follow-up report to the DMHS Incident Coordinator **AND** the Regional QAS no later than 45 days following the incident.

Follow-up reports shall include, at a minimum:

1. A description of methods used to gather information during the agency's internal review;
2. A description of the incident, including date, category of incident and additional information obtained during the review process;
3. An evaluation of the following in relation to the incident...
 - Adherence to agency practice and standards including interventions, procedures, policies, programming, etc.
 - Adherence to DMHS standards
 - Individual practitioner performance;
4. A description of actions taken by the agency including staff education, revision of policies & procedures, staff debriefing, quality improvement initiatives, staff suspension/termination, etc.
5. Pertinent findings/conclusions.

Confidentiality

Any and all records, reports or other information, whether written or verbal, which directly or indirectly identifies a former or current consumer receiving services from an agency or hospital must be kept confidential.

For purposes of this policy, individuals within the Division or the reporting agency who are directly involved in reporting, processing, recording or reviewing this information are authorized to have such access. Any and all such information, must be maintained, processed and secured in a manner that provides access only to such personnel.

Staff who fail to maintain confidentiality of such records in accordance with this policy and state law may be subject to disciplinary action by their employer or civil liability by parties claiming that their confidentiality rights have been violated.

NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES

Community Unusual Incident Initial Report Form

to be submitted no later than 5 working days following the date of the incident or allegation.

DMHS Incident Coordinator Fax (609)777-0767

Follow-up report to DMHS is due no later than 45 days following the incident date.

CONFIDENTIAL

The information contained in this report is confidential. If you are not the intended recipient, or the employee responsible to deliver this form to the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited. If you have received this in error, please call 609-777-0788 immediately.

1. Date of Report: _____ 2. Incident Date/Time: _____

3. DMHS License #: _____ 4. County: _____

5. Agency Name/Address: _____

6. Location of Incident: _____

7. Programs in Which Consumer is Enrolled: _____

8. Name & Title of Staff Completing this Form: _____ Phone # _____

Contact person, if different from above: _____ Phone # _____

9. Type of Incident: (Check appropriate categories)

☐ **Death, Sudden & Unexpected**

☐ **Death, Natural Causes**

☐ **Suicide (Suspected or Substantiated)**

☐ **Suicide Attempt**

☐ **Serious Injury (ies)**

☐ **Property Damage**

☐ **Elopement from a Designated Screening Center**

☐ **Elopement of Children/Youth from Residential Services**

☐ **Newsworthy**

The following 5 categories are reportable IF the act results in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation:

☐ **Alleged Physical Abuse**

☐ **Alleged Physical Assault**

☐ **Alleged Sexual Assault**

☐ **Alleged Sexual Contact: Consumer to Consumer, if under age 18**

☐ **Alleged Sexual Contact: Staff to Consumer**

10. Provide a brief description of incident being reported; give details of ALL items checked in #9. *If necessary, use additional page(s).*

11. Persons involved: (use initials) *If necessary, use additional page.*

codes: P= perpetrator

V= victim

W= witness

Initials (Initial and Title, if Employee)	Role P,V,W	Age	Gender	USTF # if Consumer

12. Were any outside sources contacted (i.e. law enforcement, family, DYFS, etc.)? ☐ Yes ☐ No

If yes, please specify:

13. Provide the following information for victim: *(If consumer)*

How long has this consumer been receiving services from your agency?
How often is this consumer seen by your agency?
When was this consumer last seen by your agency?
Diagnosis
Medications
Related Medical Problems
Has consumer been discharged within the last 60 days from a STCF, CCIS, State, County or private hospital or another community mental health agency?
<i>Please specify:</i>

14. Provide the following information for alleged perpetrator: *(If consumer)*

How long has this consumer been receiving services from your agency?
How often is this consumer seen by your agency?
When was this consumer last seen by your agency?
Diagnosis
Medications
Related Medical Problems
Has consumer been discharged within the last 60 days from a STCF, CCIS, State, County or private hospital or another community mental health agency?
<i>Please specify:</i>